



## **Order under Section 69 Residential Tenancies Act, 2006**

**Citation:** Endless Property Holdings v Parsons, 2026 ONLTB 18397

**Date:** 2026-03-03

**File Number:** LTB-L-079373-25

**In the matter of:** 1, 337 TALBOT ST  
ST THOMAS ON N5P1B5

**Between:** Endless Property Holdings Landlord

**And**

Corrina Parsons Tenant

Endless Property Holdings (the 'Landlord') applied for an order to terminate the tenancy and evict Corrina Parsons (the 'Tenant') because the Tenant, another occupant of the rental unit or someone the Tenant permitted in the residential complex has substantially interfered with the reasonable enjoyment or lawful right, privilege or interest of the Landlord or another tenant.

This application was heard by videoconference on January 22, 2026.

The Landlord's agent, Brittany Stewart, the Tenant, the Tenant's support person, Brianna David, the Tenant's witness, Rebecca Thibeault, and the Tenant's representative, Elena Dempsey, attended the hearing.

### **Determinations:**

1. As explained below, the Landlord application is dismissed.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. The rental unit is located in a three-storey building which houses six units. The Tenant's unit is located above the ground floor commercial unit.

### **N5 Notice of Termination**

4. On July 21, 2025, the Landlord gave the Tenant a first, voidable N5 notice of termination (deemed served on July 26, 2025) alleging that the Tenant refused the Landlord entry into the unit on July 17, 2025 pursuant to a Notice of Entry.
5. Section 68 of the *Residential Tenancies Act, 2006* (the 'Act') provides that a landlord may give a tenant a second non-voidable N5 notice provided more a situation which constitutes

findings for termination of the tenancy arose more than seven days but less than six months since delivery of the first voidable N5 notice. In the circumstances, I was satisfied that the Landlord was allowed to give the Tenant a second, non-voidable N5 notice of termination under section 68 of the *Residential Tenancies Act, 2006* (Act).

6. On September 13, 2025, the Landlord gave the Tenant a second N5 notice of termination alleging that on August 12, 2025, the Landlord found the Tenant's fridge left in front of a vacant unit in the building, which fridge was filled with bugs, a brown liquid and emitting an overwhelming foul odor.

#### Landlord's evidence

7. The Landlord's agent submitted that the Landlord purchased the residential complex in June 2024. The Landlord's agent spoke with the Tenant shortly thereafter about the state of cleanliness in her unit. An email produced by the Landlord [Doc 7163822, page 11] reads, in part, as follows:

An inspection was scheduled for July 17, 2025, between 3:00 p.m. and 7:00 p.m. to assess both the unit and the fridge. Proper 24-hour notice was posted 26 hours in advance, in accordance with the Residential Tenancies Act. The purpose of the inspection was to confirm that the fridge and the surrounding area had been properly cleaned, as Corrina has been informed on several prior occasions that the removal company will not take the appliance unless it is cleaned and easily accessible.

8. The Landlord's agent acquiesced to the Tenant's request for more time to clean the unit. The Landlord's agent produced photographs she took of the Tenant's unit during a follow up inspection in August 2024 [Doc 7163822, page 1] which disclose continued clutter in the Tenant's bedroom (photograph 1) and mold in the fridge (photograph 2) which the Landlord's agent attributed to the Tenant's failure to clean the fridge. The Tenant was again told to clean out the fridge so that it could be removed and a new fridge delivered.
9. The Landlord's agent produced photographs from her inspection of the unit in March 2025 [Doc 7163822, page 2] which confirm that Tenant had not cleared the clutter in the unit, including in front of the fridge.
10. On August 12, 2025, the Landlord's cleaner discovered the Tenant's fridge in the common hallway outside the door of a vacant unit [Doc 7163822, page 3]. She produced a copy of her email dated August 12, 2025 to the Tenant's support worker, Rebecca Thibeault, regarding the issues with the Tenant's fridge and the state of its interior [Doc 7163822, pages 4 and 11]. On August 19, 2025, the Tenant's fridge was removed from the residential complex.
11. The Landlord's agent produced photographs of the Tenant's unit taken during a follow up inspection on September 8, 2025 [Doc 7163822, pages 6 to 101] confirming excessive clutter throughout the unit. She stated that the smoke detectors in the Tenant's bedroom and dining room were hanging down and the Landlord has been unable to access them because of the clutter in the unit. The second N5 was served shortly thereafter.

12. The Landlord's agent stated that while she has not inspected the unit since the N5 notice was served and does not know the current condition of the Tenant's unit, she did speak with the Tenant in November 2025 and saw a hatchet embedded in the Tenant's doorframe inside the Tenant's unit [Doc 7163822, page 13].
13. On cross-examination, the Landlord's agent admitted the following:
  - Although the smoke detectors in the Tenant's unit were hanging down, she did not know if they were disabled
  - The Landlord has never called the fire department to conduct an inspection of the Tenant's unit
  - The Tenant's unit entry door was damaged by police on March 27, 2025 when they were conducting a wellness check on the Tenant. The Tenant asked the Landlord to fix the door but the Landlord has refused, stating the Tenant must pay to have the door fixed. There has been no lock on the Tenant's entry door since March 2025 [Doc 7170028, page 5].
  - The inability to lock the front door could potentially cause a great deal of stress and anxiety for the Tenant
  - Barricading the inside of the front door suggests that the Tenant was concerned about people gaining entry to her unit
  - The Tenant has been without a fridge since at least November 2025.
  - The Landlord is aware that the Tenant has mental health issues (i.e. hoarding), receives a subsidy from CMHA and has a CMHA support worker (i.e. Rebecca Thiebault)
  - The Landlord is not willing to work with a hoarding support group and has not attempted any accommodation plan with the Tenant
  - The photographs of the Tenant's unit taken in January 2026 [Doc 7170028] show that the unit is in better condition than shown in the Landlord's photographs taken on September 8, 2025
14. The Landlord requests that the tenancy be terminated because of health and safety concerns arising from excessive clutter in the Tenant's unit, namely the Landlord's inability to access smoke detectors in the unit and clutter around the heat sources (i.e. radiators).

#### Tenant's evidence

##### *Tenant's witness – Rebecca Thibeault ('RT')*

15. RT is a housing stability worker with CMHA and has supported the Tenant since June 2025 in order to keep her housed. She testified that she either meets, calls or texts the Tenant every two to three weeks. She confirmed that the photographs contained in the Tenant's reply evidence [Doc 7170028] were taken by her on January 15, 2026 and that the last time she was in the Tenant's unit was January 19, 2026. She stated that there had been a marked improvement in the state of the unit since her visit at the beginning December 2025,

attributable to the Tenant recovering from a month-long illness which had prevented her from being able to clean the unit. She believes that the smoke detector was working because it displayed a green light.

16. She stated that the Tenant suffers from PTSD, anxiety, depression and a substance use disorder which makes it difficult at times for the Tenant to leave her unit. She confirmed that hoarding is a symptom of the Tenant's mental health disabilities and that the Tenant is actively engaged with hoarding support services. There is a plan in place where the hoarding support service will be attending at the Tenant's unit once or twice a week to assist her with decluttering her unit. RT has also referred the Tenant to housing stability services to assist her in maintaining her housing.
17. RT confirmed that the Tenant has memory issues. As a result, RT has asked the Landlord's agent to serve her with any notices about problems or notices of entry, in addition to serving the Tenant, so that she can bring the notices to the attention of the Tenant and maintain her support. The Tenant's representative produced the medical records [Doc 7162410] which confirm the depth and severity of the Tenant's disabilities and impairments. The records confirm that the Tenant had a traumatic childhood.

#### *The Tenant's evidence*

18. The Tenant testified that she remains willing to participate in the hoarding program she was referred to by RT and that she has been making daily improvements with the state of her unit.
19. She said that the inability to lock her front door has been horrendous. People would open the door and come into her apartment which terrified her. She is scared to sleep and prior to removing the fridge from her unit, she was using it as a barrier against her front door. Now she places makeshift items against her door for security but is cognizant that this also affects her own safety if she has to exit her unit quickly.
20. She knows that her smoke detectors work because one of them went off briefly last week when she was cooking. She said that given the improvements in her unit, both smoke alarms are accessible. Prior to the current Landlord purchasing the residential complex, no one had complained about the state of her unit.

#### *Analysis*

21. The Landlord's photographs confirm that there was significant clutter in the Tenant's unit as a result of hoarding. The Tenant did not challenge the testimony of the Landlord's agent that:
  - the smoke detectors in the unit were hanging down and that the Landlord could not access the smoke detectors for inspection;
  - items were placed up against or too close to the baseboard heaters which posed a fire safety risk;
  - that she had placed her fridge in the common area hallway for removal, which fridge had not been properly cleaned and emitted a foul odour.

22. Although the Landlord's agent has not inspected the unit since the N5 was served, I am satisfied that the Tenant did not void the N5 notice. While the Tenant's photographs taken on January 15, 2026 show improvement in the condition of the unit, there remains, in my view, substantial clutter in the unit. Furthermore, the Tenant's witness confirmed that the state of the unit on January 15, 2026 was a significant improvement over its condition in early December 2025.
23. Given the fire safety risks arising from the condition of the Tenant's unit, I find that this conduct substantially interferes with a lawful right, privilege or interest of the Landlord

#### Mandatory relief from eviction

24. The Tenant's representative argues that the Tenant is entitled to mandatory relief from eviction pursuant to subsections 83(1) and 83(3)(a) of the Act. I agree.

#### *Subsection 83(1) of the Act*

25. Subsection 83(1) of the Act provides that the Board may refuse to grant eviction unless satisfied, having regard to all the circumstances, that it would be unfair to refuse.
26. The *Ontario Human Rights Code* (the 'Code') requires landlords to make reasonable accommodation (to the point of undue hardship) where a person is disadvantaged (on a protected ground) by the application of the law or a process of the landlord. This has an impact on the Board in applying relief under s.83(1). OHRC cases have often involved interference with reasonable enjoyment, damage, or non-payment of rent related to a disability of the Tenant.
27. The Tenant's representative relies on *Akelius Canada Ltd. v. Tenant*, TSL-20220-21; November 16, 2021; Member Wilkins, which provides the following Code analysis.

#### Human Rights Legislation and Principles

28. The Code is fundamental, quasi-constitutional law that has primacy over the Act: Code s. 47(2); *Tranchemontagne v. Ontario (Director, Disability Support Program)*, 2006 SCC 14 (CanLII), [2006] 1 SCR 513 at paras. 33-34.
29. Subsection 2(1) of the Code guarantees the right to equal treatment with respect to the occupancy of accommodation, without discrimination because of, among other grounds, "disability". Subsection 10(1) of the Code provides a broad definition of "disability", including "*a condition of mental impairment or a developmental disability*" and "*a mental disorder*". Section 9 of the Code prohibits the direct and indirect infringement of the right to equal treatment with respect to the occupancy of accommodation. Sections 11 and 17 of the Code require accommodation to the point of undue hardship taking into account the following factors: cost, outside sources of funding, if any, and health and safety requirements.
30. The test for prima facie discrimination is set out in the Supreme Court of Canada's decision in *Moore v. British Columbia (Education)*, 2012 SCC 61 (CanLII), [2012] 3 SCR 360. To establish a prima facie case, complainants are required to show that:

- (a) they have a characteristic protected from discrimination under the Code;
  - (b) they experienced an adverse impact with respect to the service; and
  - (c) the protected characteristic was a factor in the adverse impact.
31. Once a prima facie case has been established, the burden shifts to the respondent to justify the conduct or practice, within the framework of the exemptions available under the Code. One way to justify the conduct is to establish that the duty to accommodate to the point of undue hardship has been satisfied.
  32. If the duty to accommodate is triggered, the Divisional Court's decision in *Adga Group Consultants Inc. v. Lane*, 2008 CanLII 39605 (ON SCDC) confirms that there is both a procedural and substantive component to the duty to accommodate. The procedural duty to accommodate involves obtaining all relevant information about the disability, at least where it is readily available. A failure to give any thought or consideration to the issue of accommodation, including what, if any, steps could be taken constitutes a failure to satisfy the procedural duty to accommodate. See, also, *MacLeod v. Lambton (County)*, 2014 HRTO 1330 (CanLII) beginning at paragraph 159.
  33. As a general rule, the duty to accommodate applies to disability-related needs that are known to the potential accommodation provider. However, as noted in the Ontario Human Rights Commission's Policy on Human Rights and Rental Housing (July 21, 2009):

. . . some people may be unable to disclose or communicate their needs, particularly in a situation that involves some forms of mental illness. While most people with a mental illness will be capable of identifying their own needs and fully taking part in the accommodation process, some people will have difficulty acknowledging a mental illness or will be unable to do so due to the nature of their disability.

Before taking any kind of punitive action, a housing provider should try to offer assistance and accommodation, where appropriate, to a person who is clearly unwell or perceived to have a disability. Even if a housing provider or landlord has not been formally advised of a mental disability, the perception of such a disability will engage the protection of the Code.

See, for example, *Sears v. Honda of Canada Mfg.*, 2014 HRTO 45 (CanLII) at para. 128, in part, which was decided in the employment context but where the same principles are applicable in the context of rental housing.

Based on the above-noted jurisprudence, it is fair to say that the procedural duty to accommodate, including the duty to inquire into the situation of the person needing accommodation, can arise without a specific request for accommodation by the individual in circumstances in which there is reason to believe that the individual is having difficulty in an area included in Part 1, because of personal characteristics protected by the Code. . . .

34. The duty to inquire arises in situations where the landlord should have been aware that accommodation may be required from the circumstances: *Mohammad-Amin v. Book4Time Inc.*, 2020 HRT0 367 (CanLII) at para. 35. The question is whether the landlord knew or ought to have known that the tenant has a disability that may be affecting his or her ability to comply with applicable housing rules and requirements: TSL-70657-16 (Re), 2016 CanLII 71321 (ON LTB) at para. 27.

*Does the Tenant have a disability with the meaning of the Code?*

35. I am satisfied that the Tenant's evidence establishes that the Tenant had a "disability" within the meaning of the Code at all relevant times. The Tenant's medical records confirm that she has a mental health condition and that hoarding was a symptom of this condition. The Tenant's CMHA support worker confirmed that the Tenant was actively engaged with a hoarding program and receiving assistance through CMHA support workers. The Tenant confirmed that she intends to continue her participation in the program.

*Did the Landlord have a Duty to Inquire?*

36. I find that the Landlord's duty to inquire was triggered for several reasons. First, the Landlord's agent was aware that there was a hoarding issue in the unit shortly after purchasing the residential complex in June 2024. The Landlord was also aware that the Tenant's door was damaged on March 27, 2025 when police conducted a wellness check on the Tenant. In my view, both of these observations should have raised questions regarding the Tenant's mental health and that the Landlord had a duty to inquire. There is no evidence before me that the Landlord did not know that the Tenant had a disability that may have been affecting her ability to comply with applicable housing rules and requirements

*Procedural Duty to Accommodate*

37. Since the Landlord had a duty to inquire, the Landlord's obligation was to obtain all relevant information about the Tenant's disability as part of the procedural duty to accommodate. The Landlord's agent confirmed that the Landlord took no such steps. This means that the Landlord did not satisfy the procedural duty to accommodate, which is itself an independent breach of the Code. Since the Landlord did not take this preliminary step, the Landlord cannot establish that the duty to accommodate to the point of undue hardship was satisfied.
38. It is undisputed that the Tenant has significant mental health issues, one of the symptoms of which is hoarding. As such, I am satisfied that the Landlord has a duty to accommodate the Tenant. It is not necessary for me to determine what exact form of accommodation the Landlord should have provided to the Tenant in the circumstances. Accommodation under the Code is intended to be a cooperative process in which the parties work together to find an acceptable and practical resolution. The Landlord's failure to engage in the accommodation process constitutes a breach of the Code and this breach requires the Landlord's application to be dismissed.

*Subsection 83(3)(a) of the Act*

39. Subsection 83(3)(a) of the Act provides that the Board shall refuse to grant eviction where the Landlord is in serious breach of the Landlord's obligations.
40. In this case, the Landlord refuses to fix the Tenant's unit entry door resulting in the Tenant having no ability to lock her unit and prevent people from entering. This goes to the very security of the Tenant and poses a significant safety risk for the Tenant. The Tenant was forced to place her fridge in front of the door as a barrier to secure her unit. No one should live in fear of not being able to lock their door, especially when they are a vulnerable individual. The Landlord has a duty to safely house their tenants. In this case, the Landlord has deliberately failed to do so.
41. Furthermore, the Landlord's agent confirmed that the Landlord has not replaced the Tenant's fridge which means that the Tenant has been without a fridge since at least August 12, 2025.
42. In light of same, I find that the Landlord is in serious breach of the Landlord's obligations to provide the Tenant with a working unit entry door and lock, as well as a fridge. This breach requires the Landlord's application to be dismissed.

**It is ordered that:**

1. The Landlord's application is dismissed.

**March 3, 2026**  
**Date Issued**

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Karen Gonçalves  
Member, Landlord and Tenant Board

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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.